



State of Minnesota

Joint Powers Agreement

SWIFT Contract Number: 211169

This Agreement is between the **State of Minnesota**, acting through its Commissioner of Public Safety on behalf of the Minnesota State Patrol ["MSP"] ("State"), and the **City of Saint Paul**, acting on behalf of its Fire Department, 645 Randolph Avenue, Saint Paul, MN 551012 ["SPFD"] ("Governmental Unit"). The State and Governmental Unit may be referred to jointly as "Parties."

Recitals

The State, under Minnesota Statutes §§ 471.59, subd. 10, and 299D.09, is empowered to provide assistance as deemed necessary.

The Governmental Unit, under Minnesota Statutes §§ 37.20 and 471.59, subd. 10, is empowered to seek assistance as deemed necessary.

Agreement

1. Term of Agreement

- 1.1 Effective Date.** **August 15, 2022**, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration Date.** **June 30, 2024**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Background and Purpose

The purpose of this Agreement is to identify the fiscal avenue by the State to the Governmental Unit for funds the State receives from the Fire Safety Account for the MART Team and to identify what the parties, either individually or jointly, will provide.

3. Agreement Between the Parties

The State and Governmental Unit agree to the following services, responsibilities, and understandings.

3.1 Minnesota State Patrol.

MSP will provide one or more helicopter(s) and pilot(s) for the purposes of: 1) training SPFD personnel; and 2) collaborating with the SPFD in conducting airborne search and rescue operations, wildland firefighting, and structural firefighting.

3.2 Saint Paul Fire Department.

SPFD will provide, as required, rescue technicians and firefighters for search and rescue operations, wildland firefighting, and structural firefighting.

3.3 Minnesota State Patrol and Saint Paul Fire Department.

MSP and SPFD will jointly provide: 1) a trained rescue unit capable of performing aerial rescues as training provides; and 2) a trained aerial firefighting unit for the purpose of firefighting as training provides.

4. **Payment**

Upon completion of any MART operations pursuant to this Agreement, MSP will invoice the SPFD for the following expenses:

- An hourly rate of Five Hundred Sixty and 83/100 Dollars (\$560.83) per helicopter flight hour or a pro-rated fraction of the hourly rate for each MSP helicopter operation;
- The applicable hourly rate for pilots' compensation negotiated by the State and the MSP's Collective Bargaining Unit; and
- The actual cost to MSP of any supplies used by MSP to complete any training exercise, search and rescue operation, wildland firefighting operation, or structural firefighting operation.

MSP will invoice SPFD within thirty (30) calendar days upon completion of training exercises, search and rescue operations, wildland firefighting, or structural firefighting pursuant to this Agreement.

SPFD will remit payment to MSP within forty-five (45) calendar days following receipt of invoice from MSP.

The total obligation of the Governmental Unit under this Agreement will not exceed **One Hundred Thousand and 00/100 Dollars. (\$100,000.00).**

5. **Authorized Representatives**

The State's Authorized Representative is the person below, or his successor:

Name: Lieutenant Craig Benz
Address: Department of Public Safety; Minnesota State Patrol
515 Eaton Street
Saint Paul, MN 55101
Telephone: 651.539.1301
E-mail Address: craig.benz@state.mn.us

The Governmental Unit's Authorized Representative is the person below or his successor:

Name: Captain Michael Aspnes
Address: Saint Paul Fire Department
645 Randolph Avenue
Saint Paul, MN 55102
Telephone: 612.770.6886
E-mail Address: michael.aspnes@ci.stpaul.mn.us

6. **Assignment, Amendments, Waiver, and Agreement Complete**

- 6.1 Assignment.** Neither the State nor the Governmental Unit may assign or transfer any rights or obligations under this Agreement.
- 6.2 Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.
- 6.3 Waiver.** If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- 6.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the State and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

7. Liability

The State and Governmental Unit agree each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The State's liability shall be governed by provisions of the Minnesota Tort Claims Act, Minnesota Statutes, § 3.736, and other applicable law. The Governmental Unit's liability shall be governed by provisions of the Municipal Tort Claims Act, Minnesota Statutes, §§ 466.01-466.15, and other applicable law.

8. State Audits

Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Agreement.

9. Government Data Practices

The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this clause, the Governmental Unit must immediately notify and consult with the State's Authorized Representative as to how the Governmental Unit should respond to the request. The Governmental Unit's response to the request shall comply with applicable law.

10. Venue

Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11. Termination

The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party. Termination must be by written or fax notice to the other party. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

12. E-Verify Certification (in accordance with Minn. Stat. § 16C.075)

For services valued in excess of \$50,000, the Governmental Unit certifies that as of the date of services performed on behalf of the State, Governmental Unit and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. The Governmental Unit is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

1. Governmental Unit: City of Saint Paul; Saint Paul Fire Department

Print Name: _____

Signature: _____

Title: _____ Date: _____

Print Name: _____

Signature: _____

Title: _____ Date: _____

Print Name: _____

Signature: _____

Title: _____ Date: _____

Print Name: _____

Signature: _____

Title: _____ Date: _____

2. Department of Public Safety; Minnesota State Patrol

With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____

3. Commissioner of Administration

As delegated to the Office of State Procurement

Signature: _____

Date: _____

Admin ID: _____